

Terry W. Connolly
Caleb Wilkins
PATTON & DAVISON LLC
1920 Thomes Avenue, Suite 600
Cheyenne, Wyoming 82001

FILED
MAR 07 2019
Anne Volin Clerk of District Court
CONNIE ROLLING
Deputy

IN THE DISTRICT COURT,
SEVENTH JUDICIAL DISTRICT,
NATRONA COUNTY, WYOMING

JUDITH CABLE)
Plaintiff,)
vs.) Docket No. 106073
QBE INSURANCE CORPORATION)
Defendants.)

COMPLAINT

COMES NOW Plaintiff, Judith Cable, by and through her attorneys, Caleb Wilkins and Terry W. Connolly of Patton and Davison LLC, and for her Complaint against Defendant, QBE Insurance Corporation, and in support thereof states as follows:

PARTIES AND JURISDICTION

1. Plaintiff, Judith Cable is and at all relevant times was a resident of Natrona County, Wyoming.
2. Defendant, QBE North America is a property insurance company doing business in the State of Wyoming, with headquarters in New York City, New York.
3. Jurisdiction is proper in this court because the amount in controversy exceeds \$50,000.00.
4. Venue is proper in this court as the cause of action arose in Natrona County, State of Wyoming.

FACTS

5. On April 2, 2018, Plaintiff Judith Cable entered into a contract for deed to purchase a home located at 1129 East C St, Casper, Wyoming ("Residence"). She purchased that home from Elainea VanCleve.

6. Plaintiff obtained property insurance for the home and belongings from Defendant QBE ("Policy"). That Policy was effective from May 3, 2018 to May 3, 2019.

7. The Policy from QBE covered the dwelling, other structures, personal property, and loss of use related to the Residence.

8. On July 2, 2018 a fire occurred at the Residence. As a result of that fire, the home was a total loss and defendant also lost all of her possessions in the Residence.

9. At the time of the fire, the Policy was in effect.

10. Following the loss from the fire, Plaintiff submitted a timely insurance claim to QBE under the Policy.

11. Defendant QBE has refused Plaintiff's claim and denied coverage under the Policy.

12. The Seller under the Contract for Deed has not cancelled the Contract for Deed and said contract remains in force and binding upon Plaintiff.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

13. Plaintiff incorporates all foregoing allegations by reference.

14. There is a valid and enforceable insurance agreement and contract between Plaintiff and Defendant.

15. That agreement/contract was in place and valid at the time of the fire at the Residence.

16. Plaintiff had paid her premium on the Policy.
17. Defendant has breached the insurance agreement and contract by denying coverage under the policy.
18. Plaintiff has been damaged by not having received the benefit of the bargain of her insurance contract and been denied her policy benefits.

SECOND CAUSE OF ACTION
BAD FAITH/BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

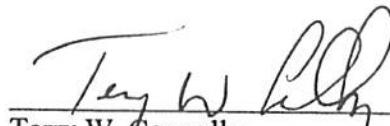
19. Plaintiff incorporates all foregoing allegations by reference.
20. There existed a valid and enforceable insurance agreement and contract between Plaintiff and Defendant.
21. Defendant has denied Plaintiff's insurance claim without any reasonable basis for denying said claim.
22. Defendant has and had knowledge and/or recklessly disregarded, the lack of a reasonable basis for denying Plaintiff's claim.
23. Plaintiff has been damaged by not receiving the benefit of her insurance policy and has incurred emotional distress and has incurred attorney fees.
24. Plaintiff is also entitled to an award of punitive damages against Defendant.

WHEREFORE, Plaintiffs pray for judgment against Defendants in the principle sum of \$107,000.00, and as yet undermined amount of emotional distress and punitive damages, an award of attorney fees as allowed by law, and such prejudgment interest, costs, and such other relief as the Court deems just and proper, the premises considered.

DATED this 5th day of March, 2018.

JUDITH CABLE

By:



Terry W. Connolly
PATTON & DAVISON LLC
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Cheyenne, Wyoming 82001